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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FEDERAL INSURANCE COMPANY, et al.
Plaintiffs,
-against-
HARVEY WEINSTEIN,
Defendant.

HARVEY WEINSTEIN,
Counterclaimant,
-against-
FEDERAL INSURANCE COMPANY, et al.
Counter-Defendants.

HARVEY WEINSTEIN,
Third-Party Plaintiff,
-against-
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA, et al.
Third-Party Defendants.

1:18-cv-02526-PAC (RWLx)

**PLAINTIFFS' LOCAL RULE 56.1
(a) STATEMENT OF MATERIAL
FACTS IN SUPPORT OF THEIR
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

NOW COMES Plaintiffs/Counter-Defendants, Federal Insurance Company, Chubb Indemnity Insurance Company, Pacific Indemnity Company and Great Northern Insurance Company (collectively, "Chubb"), by and through their attorneys, WALKER WILCOX MATOUSEK LLP AND CLYDE & CO US LLP, pursuant to Local Rule 56.1(a), and for their

Statement of Material Facts in Support of Their Motion for Partial Summary Judgment, state as follows:

A. THE UNDERLYING LAWSUITS

1. A true and accurate copy of the Complaint filed in the matter *People of the State of New York v. The Weinstein Company LLC, The Weinstein Company Holdings LLC, Harvey Weinstein and Robert Weinstein*, Supreme Court of the State of New York, County of New York, Index No. 450293/2018 is annexed to the Declaration of Edward P. Gibbons (“Gibbons Dec.”) as Exhibit 1.

2. A true and accurate copy of the Complaint filed in the matter *Louissette Geiss, et al. (Class Action) v. Harvey Weinstein, The Weinstein Company Holdings, LLC, et al.*, United States District Court for the Southern District of New York, Case. No. 17 CV 0954 is annexed to the Gibbons Dec. as Exhibit 2.

3. A true and accurate copy of the Amended Complaint filed in the matter *Kadian Noble v. Harvey Weinstein, The Weinstein Company, LLC, et al.*, United States District Court for the Southern District of New York, Case No. 17 CV 9260 is annexed to Gibbons Dec. as Exhibit 3.

4. A true and accurate copy of the Complaint filed in the matter *Sandeep Rehal v. Harvey Weinstein, The Weinstein Company LLC, et al*, Supreme Court of the State of New York, County of New York, Index No. 151738/2018, originally filed and dismissed as a lawsuit in United States District Court for the Southern District of New York, Case No. 18 CV 674, is annexed to Gibbons Dec. as Exhibit 4.

5. A true and accurate copy of the Complaint filed in the matter *Alexandra Canosa v. The Weinstein Company Holdings, LLC, Harvey Weinstein, et al.*, Supreme Court of the State of

New York, County of New York, Index No. 161254/2017 is annexed to Gibbons Dec. as Exhibit 5.

6. A true and accurate copy of the Claim filed in the matter *ABC v. Harvey Weinstein, and The Weinstein Company, LLC, et al.*, High Court of Justice (England), Case No. HQ17-P-04249 is annexed to Gibbons Dec. as Exhibit 6.

7. A true and accurate copy of the Complaint filed in the matter *Gregory Ackers v. Harvey Weinstein and The Weinstein Company LLC*, Superior Court of the State of California, for the County of Los Angeles, Case No. BC681850 is annexed to Gibbons Dec. as Exhibit 7.

8. A true and accurate copy of the Complaint filed in the matter *Jane Doe v. Harvey Weinstein, et al.*, Ontario (Canada), Case No. CV 17-585459 is annexed Gibbons Dec. as Exhibit 8.

9. A true and accurate copy of the Amended Complaint filed in the matter *Jane Doe I v. Harvey Weinstein, The Weinstein Company Holdings, LLC, et al.*, Superior Court of the State of California, for the County of Los Angeles, Case No BC68341, and removed to the United States District Court for the Central District of California under Case No. 18-cv-03725-MWF-MRW, is annexed to Gibbons Dec. as Exhibit 9.

10. A true and accurate copy of the Complaint filed in the matter *Jane Doe I (Class Action) v. Harvey Weinstein, The Weinstein Company Holdings, LLC, et al.*, United States District Court for the Central District of California, Case No. 17 CV 08323 is annexed to Gibbons Dec. as Exhibit 10.

11. A true and accurate copy of the Amended Complaint filed in the matter *Huett v. The Weinstein Company, LLC*, originally in Superior Court of the State of California for the County of Los Angeles under case number BC680869, and then removed to the United States

District Court for the Central District of California on July 11, 2018 under the Case No. 18-cv-06012-SVW-MRW, are annexed to Gibbons Dec. as Exhibit 11.

12. A true and accurate copy of the Grand Jury Indictment, Complaint, and Superseding Grand Jury Indictment filed in the matter *People of the State of New York v. Harvey Weinstein*, Case No. 2018NY023871, 02335-2018 ("Felony Criminal Indictment") is annexed to Gibbons Dec. as Group Exhibit 12.

13. A true and accurate copy of the Claim filed in the matter *Charlotte Carroll v. Harvey Weinstein, The Weinstein Company, et al.*, Central London Employment Tribunal, Case No. 2200292/2018 is annexed to Gibbons Dec. as Exhibit 13.

14. A true and accurate copy of the Amended Complaint filed in the matter *Caitlin Dulany, et al. v. Harvey Weinstein, Miramax Film NY, LLC, The Walt Disney Company, Disney Enterprises, Inc., et al.*, United States District Court for the Southern District of New York, Case No. 18-cv-04857 is annexed to Gibbons Dec. as Exhibit 14.

15. A true and accurate copy of the Complaint filed in the matter *Ashley Judd v. Harvey Weinstein*, Case No. 2:18-cv-05724, United States District Court for the Central District of California is annexed to Gibbons Dec.as Exhibit 15.

16. A true and accurate copy of the Anonymous I Demand Letter dated October 14, 2017 is annexed to Gibbons Dec. as Exhibit 16.

17. A true and accurate copy of the Anonymous II Demand Letter dated February 26, 2018 is annexed to Gibbons Dec. as Exhibit 17.

18. A true and accurate copy of the Anonymous III Demand Letter dated February 20, 2018, including a draft Complaint is annexed to Gibbons Dec. as Exhibit 18.

19. Select excerpts from each of the Underlying Lawsuits showing allegations that support the application of Chubb's policy exclusions is annexed to Gibbons Dec. as Exhibits 19-22. These exhibits are not meant to include each and every allegation which supports the application of the exclusions and Chubb reserves its rights to rely on any allegations in the Underlying Lawsuits whether they are listed on these exhibits or not.

B. THE INSURANCE POLICIES

19. Chubb issued a number of insurance policies to the Named Insured, Harvey Weinstein and/or members of his family, which provided multiple coverages including homeowners' property, fine arts, auto and personal liability, on a primary and excess basis, with varying limits and terms. *See* Gibbons Dec., ¶ 22.

20. The insurance policies at issue in this matter are as follows:

POLICY NO.	TYPE	EFFECTIVE
11248462-02	Primary	11/15/94-11/15/05
11248462-05	Excess	1/20/99-1/20/06
12771390-01	Primary	7/29/04-12/7/07
12771390-02	Primary	8/8/05-12/4/17
12771390-04	Excess	1/21/06-1/21/08
12771390-05	Primary	10/3/07-12/4/17
12771390-07	Excess	11/28/07-12/28/07
12771390-08	Excess	12/28/07-12/28/17
12771390-11	Primary	4/30/14-12/4/17
14307054-01	Primary	12/5/14-12/4/17
14307054-02	Primary	3/31/15-12/4/17
14451500-01	Primary	11/10/15-12/4/17
7951-14-77 DTW	Excess	1/21/00-1/21/06
11248462-01	Primary and Excess	11/2/94-1/20/99
13042424-01	Primary	3/6/06-3/6/09 (cancelled 3/6/08)
13550152-01	Primary	12/14/09-12/14/18
14019063-02	Primary	7/23/13-7/23/15

Id., ¶¶ 25-42, Exs. 24-40.

21. Chubb's policies included both primary and excess level policies, each written for annual policy periods during the time period from 1994 to 2018. *Id.* Specifically, the seventeen policies issued by Chubb that are at issue in this matter are listed on Appendix A to the First Amended Complaint. Dkt. No. 81, p. 44.

1. Policy No. 11248462-01.

22. Great Northern Insurance Company ("Great Northern") issued Homeowner Personal Liability and Vehicle Excess Liability Policy No. 11248462-01 to Harvey Weinstein ("Weinstein") and Eve Chilton Weinstein ("Chilton Weinstein") for the period November 2, 1994 to November 2, 1999 ("Policy No. 11248462-01"). Gibbons Dec., ¶ 26, Ex. 24.

23. Policy No. 11248462-01 provides personal liability coverage for "personal injury" "which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies." *Id.*, at Ex. 24, CHUBB POLICIES 008330.

24. Under Policy No. 11248462-01, "personal injury" includes, but is not limited to, "bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention." "'Bodily injury' means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death." *Id.*, at Ex. 24, CHUBB POLICIES 008330, 8341, and 8472.

25. Policy No. 11248462-01 included the intentional acts, business pursuits, director's liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

2. Policy No. 11248462-02.

26. Federal Insurance Company (“Federal”) issued Homeowner and Vehicle Personal Liability Policy No. 11248462-02 to Weinstein and Chilton Weinstein for the period November 15, 1994 to November 15, 2006 (“Policy No. 11248462-02”). *Id.*, ¶ 27, Ex. 25.

27. Policy No. 11248462-02 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, at Ex. 25, CHUBB POLICIES 005098; 5251; 5345; 5419; 5633; 5641; 5724; 5907; and 6024.

28. Under Policy No. 11248462-02, “personal injury” includes, but is not limited to, “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*

29. Policy No. 11248462-02 included the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

3. Policy No. 11248462-05.

30. Great Northern issued Homeowner and Vehicle Excess Liability Policy No. 11248462-05 to Weinstein and Chilton Weinstein) for the period January 20, 1999 to January 20, 2006 (“Policy No. 11248462-05”). *Id.*, ¶ 28, Ex. 26.

31. Policy No. 11248462-05 provides excess liability coverage “only to occurrences that take place while this policy is in effect.” *Id.*, Ex. 26, CHUBB POLICIES 005002.

32. Policy No. 11248462-05 provides excess liability coverage for “personal injury” “caused by an occurrence”:

- in excess of damages covered by the underlying insurance; or
- from the first dollar of damage where no underlying insurance is required under this policy and no underlying insurance exists; or
- from the first dollar of damage where underlying insurance is required under this policy but no coverage is provided by the underlying insurance for a particular occurrence, unless stated otherwise or an exclusion applies.”

Id., Ex. 26, CHUBB POLICIES 004995.

33. Under Policy No. 11248462-05, “personal injury” includes, but is not limited to, “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 26, CHUBB POLICIES 004516; 4698; and 4996.

34. Policy No. 11248462-05 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

4. Policy No. 7951-14-77 DTW.

35. Federal issued Excess Liability Policy No. 7951-14-77 DTW to Weinstein and Chilton Weinstein for the period January 21, 2000 to January 21, 2006 (“Policy No. 7951-14-77 DTW”). *Id.*, ¶ 29, Ex. 27.

36. Policy No. 7951-14-77 DTW provides excess liability coverage for “that part of ‘loss’ covered by this insurance in excess of ‘underlying limits of insurance’, provided the injury or offense takes place during the Policy Period of this policy.” *Id.*, Ex. 27, CHUBB POLICIES 004817; 4838; 4860; 4881; 4906; and 4935.

37. Under Policy No. 7951-14-77 DTW, “loss” means “those sums actually paid in the settlement or satisfaction of a claim which the insured is legally obligated to pay as damages because of injury or offense, after making proper deductions for all recoveries and salvage.”

“‘Loss’ includes defense and supplementary expense payments if such payments are included within the limits of insurance of any respective ‘underlying insurance’, by the terms of that policy.” *Id.*, Ex. 27, CHUBB POLICIES 004822; 4843; 4865; 4886; 4911; and 4940.

38. Policy No. 7951-14-77 DTW provides an exclusion for “any liability excluded by ‘controlling underlying insurance’.” Policy No. 7951-14-77 DTW defines the “controlling underlying insurance” as Policy 3. *Id.*, Ex. 27, CHUBB POLICIES 004820; 4841; 4863; 4884; 4909; and 4938.

39. Policy No. 7951-14-77 DTW includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

5. Policy No. 12771390-01.

40. Pacific Indemnity Company (“Pacific”) issued Homeowner Personal Liability Policy No. 12771390-01 to Weinstein for the period July 29, 2004 to July 29, 2008 (“Policy No. 12771390-01”). *Id.*, ¶ 30, Ex. 28.

41. Policy No. 12771390-01 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 28, CHUBB POLICIES 006641 and 6893.

42. Under Policy No. 12771390-01, “personal injury” includes, but is not limited to, “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 28, CHUBB POLICIES 006641-42; 6735; and 6893-94

43. Policy No. 12771390-01 includes the intentional acts, business pursuits, director's liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

6. Policy No. 12771390-02.

44. Federal issued Homeowner Personal Liability Policy No. 12771390-02 to Weinstein for the period August 8, 2005 to August 8, 2018 ("Policy No. 12771390-02"). *Id.*, ¶ 31, Ex. 29.

45. Policy No. 12771390-02 provides personal liability coverage for "personal injury" "which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies." *Id.*, Ex. 29, CHUBB POLICIES 001209; 1223; 1325; 1459; 1548; 1638; 1944; and 2118.

46. Under Policy No. 12771390-02, "personal injury" includes, but is not limited to, "bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention." "'Bodily injury' means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death." *Id.*, Ex. 29, CHUBB POLICIES 001209; 1223-24; 1325; 1459; 1548-1549; 1638-39; 1944-45; and 2119.

47. Policy No. 12771390-02 includes the intentional acts, business pursuits, director's liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

7. Policy No. 12771390-04.

48. Federal issued Homeowner and Vehicle Excess Liability Policy No. 12771390-04 to Weinstein for the period January 21, 2006 to January 21, 2009 ("Policy No. 12771390-04"). *Id.*, ¶ 32, Ex. 30.

49. Policy No. 12771390-04 provides excess liability coverage “only to occurrences that take place while [the] policy is in effect.” *Id.*, Ex. 30, CHUBB POLICIES 006984.

50. Policy No. 12771390-04 provides excess liability coverage for “personal injury” “caused by an occurrence:

- in excess of damages covered by the underlying insurance; or
- from the first dollar of damage where no underlying insurance is required under this policy and no underlying insurance exists; or
- from the first dollar of damage where underlying insurance is required under this policy but no coverage is provided by the underlying insurance for a particular occurrence, unless stated otherwise or an exclusion applies.”

Id., Ex. 30, CHUBB POLICIES 006973.

51. Under Policy No. 12771390-04, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 30, CHUBB POLICIES 006974.

52. Policy No. 12771390-04 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

8. Policy No. 13042424-01.

53. Great Northern issued Rental Personal Liability Policy No. 13042424-01 to Georgina Chapman (“G. Chapman”) for the period March 6, 2006 to March 6, 2009 (“Policy No. 13042424-01”). *Id.*, ¶ 33, Ex. 31.

54. Policy No. 13042424-01 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 31, CHUBB POLICIES 007175.

55. Under Policy No. 13042424-01, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 31, CHUBB POLICIES 007175-76.

56. Policy No. 13042424-01 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

9. Policy No. 12771390-05.

57. Chubb Indemnity Insurance Company (“Chubb Indemnity”) issued Homeowner Personal Liability Policy No. 12771390-05 to Weinstein for the period June 15, 2006 to June 15, 2018 (“Policy No. 12771390-05”). *Id.*, ¶ 34, Ex. 32.

58. Policy No. 12771390-05 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 32, CHUBB POLICIES 002909; 3089; 3243; 3417; and 3588.

59. Under Policy No. 12771390-05, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 32, CHUBB POLICIES 002909; 3089; 3243; 3417; and 3589

60. Policy No. 12771390-05 includes the intentional acts, business pursuits, director's liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

10. Policy No. 12771390-07.

61. Federal issued Homeowner and Vehicle Excess Liability Policy No. 12771390-07 to Weinstein for the period November 28, 2007 to November 28, 2008 ("Policy No.12771390-07"). *Id.*, ¶ 35, Ex. 33.

62. Policy No. 12771390-07 provides excess liability coverage "only to occurrences that take place while [the] policy is in effect." *Id.*, Ex. 33, CHUBB POLICIES 007125.

63. Policy No. 12771390-07 provides excess liability coverage for "personal injury" "caused by an occurrence:

- in excess of damages covered by the underlying insurance; or
- from the first dollar of damage where no underlying insurance is required under this policy and no underlying insurance exists; or
- from the first dollar of damage where underlying insurance is required under this policy but no coverage is provided by the underlying insurance for a particular occurrence, unless stated otherwise or an exclusion applies."

Id., Ex. 33, CHUBB POLICIES 007114.

64. Under Policy No. 12771390-07, "personal injury" includes, but is not limited to the following injuries: "bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention." "'Bodily injury' means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death." *Id.*, Ex. 33, CHUBB POLICIES 007115.

65. Policy No. 12771390-07 includes the intentional acts, business pursuits, director's liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

11. Policy No. 12771390-08.

66. Federal issued Homeowner and Vehicle Excess Liability Policy No. 12771390-08 to Weinstein for the period December 28, 2007 to December 28, 2017 (“Policy No. 12771390-08”). *Id.*, ¶ 36, Ex. 34.

67. Policy No. 12771390-08 provides excess liability coverage “only to occurrences that take place while [the] policy is in effect.” *Id.*, Ex. 34, CHUBB POLICIES 003751.

68. Policy No. 12771390-08 provides excess liability coverage for “personal injury” “caused by an occurrence:

- in excess of damages covered by the underlying insurance; or
- from the first dollar of damage where no underlying insurance is required under this policy and no underlying insurance exists; or
- from the first dollar of damage where underlying insurance is required under this policy but no coverage is provided by the underlying insurance for a particular occurrence, unless stated otherwise or an exclusion applies.”

Id., Ex. 34, CHUBB POLICIES 003740; 3799 and 3909.

69. Under Policy No. 12771390-08, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 34, CHUBB POLICIES 003741; 3800; and 3910.

70. Policy No. 12771390-08 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

12. Policy No. 13550152-01.

71. Great Northern issued Homeowner Personal Liability Policy No. 13550152-01 to G. Chapman, Edward Chapman (“E. Chapman”), and Caroline Wonfor (“Wonfor”) for the period December 14, 2009 to December 14, 2018 (“Policy No. 13550152-01”). *Id.*, ¶ 37, Ex. 35.

72. Policy No. 13550152-01 provides personal liability coverage for personal injury “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 35, CHUBB POLICIES 007323 and 7394.

73. Under Policy No. 13550152-01, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 35, CHUBB POLICIES 007323-24 and 7394-95.

74. Policy No. 13550152-01 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

13. Policy No. 14019063-02.

75. Federal issued Rental Personal Liability Policy No. 14019063-02 to Lily Weinstein (“L. Weinstein”) for the period July 23, 2013 to July 23, 2016 (“Policy No. 14019063-02”). *Id.*, ¶ 38, Ex. 36.

76. Policy No. 14019063-02 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 36, CHUBB POLICIES 008189 and 8275.

77. Under Policy No. 14019063-02, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 36, CHUBB POLICIES 008109 and 8276.

78. Policy No. 14019063-02 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

14. Policy No. 12771390-11.

79. Great Northern issued Homeowner Personal Liability Policy No. 12771390-11 to Weinstein for the period April 30, 2014 to April 30, 2018 (“Policy No. 12771390-11”). *Id.*, ¶ 39, Ex. 37.

80. Policy No. 12771390-11 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 37, CHUBB POLICIES 004213.

81. Under Policy No. 12771390-11, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 37, CHUBB POLICIES 004213-14.

82. Policy No. 12771390-11 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

15. Policy No. 14307054-01

83. Federal issued Homeowner Personal Liability Policy No. 14307054-01 to Weinstein and L. Weinstein for the period December 5, 2014 to December 5, 2018 (“Policy No. 14307054-01”). *Id.*, ¶ 40, Ex. 38.

84. Policy No. 14307054-01 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 38, CHUBB POLICIES 000854.

85. Under Policy No. 14307054-01, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 38, CHUBB POLICIES 000854.

86. Policy No. 14307054-01 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

16. Policy No. 14307054-02.

87. Federal issued Homeowner Personal Liability Policy No. 14307054-02 to Weinstein and L. Weinstein for the period March 31, 2015 to March 31, 2018 (“Policy No. 14307054-02”). *Id.*, ¶ 41, Ex. 39.

88. Policy No. 14307054-02 provides personal liability coverage for “personal injury” “which take place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 39, CHUBB POLICIES 000565 and 702.

89. Under Policy No. 14307054-02, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 39, CHUBB POLICIES 000565 and 703.

90. Policy No. 14307054-02 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

17. Policy No. 14451500-01.

91. Federal issued Homeowner Personal Liability Policy No. 14451500-01 to Weinstein and L. Weinstein for the period November 10, 2015 to November 10, 2018 (“Policy No. 14451500-01”). *Id.*, ¶ 42, Ex. 40.

92. Policy No. 14451500-01 provides personal liability coverage for “personal injury” “which takes place anytime during the policy period and are caused by an occurrence, unless stated otherwise or an exclusion applies.” *Id.*, Ex. 40, CHUBB POLICIES 000318.

93. Under Policy No. 14451500-01, “personal injury” includes, but is not limited to the following injuries: “bodily injury; shock, mental anguish, or mental injury; false arrest, false imprisonment, or wrongful detention.” “‘Bodily injury’ means physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.” *Id.*, Ex. 40, CHUBB POLICIES 000318-19.

94. Policy No. 14451500-01 includes the intentional acts, business pursuits, director’s liability and discrimination exclusions. *See* appendix showing the page numbers of each policy on which the exclusions can be found, Gibbons Dec. ¶ 25, Ex. 23.

Intentional Acts Exclusion

95. Policy Nos. 11248462-01, 11248462-05, 12771390-01; 12771390-04, and 12771390-08 contain the following Intentional Acts Exclusion:

We do not cover any damages arising out of an act intended by any covered person to cause personal injury or property damage. An intentional act is one whose consequences could have been foreseen by a reasonable person. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies.

Id., ¶ 26, Ex. 24; ¶ 28, Ex. 26; ¶ 30, Ex. 28; ¶ 32, Ex. 30; ¶ 36, Ex. 34.

96. Policy Nos. 12771390-05, 12771390-08, 13550152-01, and 12771390-11 contain the following Intentional Acts Exclusion:

We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage.

But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Id., ¶ 34, Ex. 32; ¶ 36, Ex. 34; ¶ 39, Ex. 37.

97. Policy No. 11248462-02 contains the following Intentional Acts Exclusion:

We do not cover any damages arising out of an act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. This exclusion does not apply to Employment practices liability coverage.

Id., ¶ 27, Ex. 25.

98. Policy Nos. 11248462-02 and 12771390-02 contain the following Intentional Acts Exclusion:

We do not cover any damages arising out of an act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a

different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. This exclusion does not apply to Employment practices liability coverage.

Id., ¶ 27, Ex. 25; ¶ 31, Ex. 29.

99. Policy 12771390-02 contains the following Intentional Acts Exclusion:

We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do provide coverage for damages for you or a family member who is not directly or indirectly responsible for committing the intentional act or for such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

Id., ¶ 31, Ex. 29.

100. Policy Nos. 12771390-05, 14019063-02, 14307054-01, 14307054-02, and 14451500-01 contain the following Intentional Acts Exclusion:

We do not cover any damages arising out of a willful, malicious, fraudulent or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person. This exclusion does not apply to Employment practices liability coverage.

Id., ¶ 34, Ex. 32; ¶ 38, Ex. 36; ¶ 40, Ex. 38; ¶ 41, Ex. 39; ¶ 42, Ex. 40.

Business Pursuits Exclusion

101. Policy Nos. 11248462-01, 11248462-02, 12771390-01, 12771390-02, 13042424-01, and 12771390-05 contain the following Business Pursuit Exclusion:

We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability unless another exclusion applies.

Id., ¶ 26, Ex. 24; ¶ 27 Ex. 25; ¶ 30, Ex. 28; ¶ 31, Ex. 29; ¶ 33, Ex. 31; ¶ 34, Ex. 32.

102. Policy Nos. 11248462-01, 11248462-05, 12771390-01, 12771390-04, 12771390-07, and 12771390-08 contain the following Business Pursuits Exclusion:

We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property except on a follow form basis.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability unless another exclusion applies. We also cover damages arising out of your ownership, maintenance, or use of a private passenger motor vehicle in business activities other than selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles.

Id., ¶ 26, Ex. 24; ¶ 28, Ex. 26; ¶ 30, Ex. 28; ¶ 32, Ex. 30; ¶ 35, Ex. 33; ¶ 36, Ex. 34.

103. Policy Nos. 12771390-05, 13550152-01, and 12771390-11 contain the following Business Pursuits Exclusion:

We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, any of which are conducted on behalf of a covered person or others, or business property.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

Id., ¶ 34, Ex. 32; ¶ 37, Ex. 35; ¶ 39, Ex. 37.

104. Policy Nos. 12771390-02, 12771390-05, 14019063-02, 14307054-01, and 14307054-02 contain the following Business Pursuits Exclusion:

We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, any of which are conducted on behalf of a covered person or others, or business property.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

Id., ¶ 31, Ex. 29; ¶ 34, Ex. 32; ¶ 38, Ex. 36; ¶ 40, Ex. 38; ¶ 41, Ex. 39.

105. Policy Nos. 12771390-02, 14307054-01, 14307054-02 and 14451500-01 contain the following Business Pursuits Exclusion:

We do not cover any damages arising out of business activities or business property in which a covered person has ownership or other interest or is conducted by or on behalf of a covered person or others.

However, we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies.

Id., ¶ 31, Ex. 29; ¶ 40, Ex. 38; ¶ 41, Ex. 39; ¶ 42, Ex. 40.

106. Policy No. 12771390-08 contains the following Business Pursuits Exclusion:

We do not cover any damages arising out of a covered person's business pursuits, investment or other for-profit activities, any of which are conducted on behalf of a covered person or others, or business property except on a follow form basis.

But we do cover damages arising out of volunteer work for an organized charitable, religious or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability, unless another exclusion applies. We also cover damages arising out of your ownership, maintenance, or use of a private passenger motor vehicle in business activities other than selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles.

Id., ¶ 36, Ex. 34.

Director's Liability Exclusion

107. Policy Nos. 11248462-01, 11248462-02, 11248462-05, 7951-14-77 DTW, 12771390-01, 12771390-02, 12771390-04, 13042424-01, 12771390-05, 12771390-07, 12771390-08 contain the following Director's Liability Exclusion:

We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. This exclusion does not apply to a not-for-profit corporation or organization, or to a condominium or cooperative association.

Id., ¶ 26, Ex. 24; ¶ 27, Ex. 25; ¶ 28, Ex. 26; ¶ 29, Ex. 27; ¶ 30, Ex. 28; ¶ 31, Ex. 29; ¶ 32, Ex. 30; ¶ 33, Ex. 32; ¶ 34, Ex. 32; ¶ 35, Ex. 33; ¶ 36, Ex. 34.

108. Policy Nos. 12771390-05, 12771390-08, 13550152-01, 14019063-02, 12771390-11, 14307054-01, 14307054-02, and 14451500-01 contain the following Director's Liability Exclusion:

We do not cover any damages for any covered person's actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, we do cover such damages if you or a family member is:

- an officer or member of a board of directors of a homeowner, condominium or cooperative association; or
- not compensated as an officer or member of a board of directors of a not-for-profit corporation or organization, unless another exclusion applies.

Id., ¶ 34, Ex. 32; ¶ 36, Ex. 34; ¶ 37, Ex. 35; ¶ 38, Ex. 36; ¶ 39, Ex. 37; ¶ 40, Ex. 38; ¶ 41, Ex. 39; ¶ 42, Ex. 40.

Discrimination Exclusion

109. Policy Nos. 11248462-01, 11248462-02, 11248462-05, 12771390-01, 12771390-02, 12771390-04, 13042424-01, 12771390-05, 12771390-07, 12771390-08, 13550152-01 and 12771390-11 contain the following Discrimination Exclusion:

We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, sexual harassment, or any other discrimination.

Id., ¶ 26, Ex. 24; ¶ 27, Ex. 25; ¶ 28, Ex. 26; ¶ 30, Ex. 28; ¶ 31, Ex. 29; ¶ 32, Ex. 30; ¶ 33, Ex. 32; ¶ 34, Ex. 32; ¶ 35, Ex. 33; ¶ 36, Ex. 34; ¶ 37, Ex. 35.

110. Policy No. 11248462-02 contains the following Discrimination Exclusion:

We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination.

Id., ¶ 27, Ex. 25.

111. Policy Nos. 11248462-02, 12771390-02 , 12771390-05, 14019063-02, 14307054-01, 14307054-02, and 14451500-01 contain the following Discrimination Exclusion:

We do not cover any damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination. This exclusion does not apply to Employment practices liability coverage.

Id., ¶ 27, Ex. 25; ¶ 31, Ex. 29; ¶ 34, Ex. 32; ¶ 38, Ex. 36; ¶ 40, Ex. 38; ¶ 41, Ex. 39; ¶ 42, Ex. 40.

Dated: July 31, 2018

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CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2018, a copy of the foregoing document was filed electronically. Service of this filing will be made on all ECF-registered counsel by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Dated: July 31, 2018

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